

**LETTER OF AGREEMENT ON LAW ENFORCEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE
GOVERNMENT OF LEBANON**

I. GENERAL

The Government of the United States of America and the Government of Lebanon (hereinafter each individually a "Party" and, collectively, the "Parties") agree to establish and support the projects described below that are designed to support law enforcement sector reform by strengthening the capacity of the Lebanese Internal Security Force (ISF) to enforce the rule of law in Lebanon, cement sovereign Lebanese government control over its territory and protect the Lebanese people by training police in basic and instructor training programs and equipping them. The assistance described below stems from Secretary of State Condoleezza Rice's pledge of security assistance at the January 2007 Paris III Donors Conference for Lebanon and begins implementation of the law enforcement reform component of that pledge in Lebanon.

The actions to be taken and the resources to be provided by the Government of the United States of America ("USG") and the Government of Lebanon ("GOL") in support of this Letter of Agreement ("LOA") are set forth below and constitute firm commitments by each Party. Full project description and project goals are described in Section II below. Funds granted by the USG under the terms of this LOA total approximately U.S. dollars \$50,000,000. This assistance will be obligated through contracts that are consistent with the terms and conditions of this Agreement. Future funding for these projects by the USG is contingent upon the availability of duly authorized and appropriated funds, satisfactory progress toward project goals, and the approval by the U.S. Department of State.

**II. PROJECT DESCRIPTIONS, PROJECT GOALS AND ACHIEVEMENT
VERIFICATION**

1. Cadet Course - Basic (\$20,000,000)

The goal of this project is to strengthen the capacity of the ISF to protect Lebanese citizens and visitors of Lebanon from criminal activities and punish violators by increasing the capacity of police in Lebanon to combat criminal activities in all forms. Toward that goal, the USG and the GOL shall take actions and commit resources on an annual basis as authorized by their respective legislative processes to support this LOA.

Actions to be taken by the USG include:

-- Provide specialized training programs for cadets in administration, democratic policing, human rights, criminal investigation, law, practical application, police skills and techniques, with the understanding that this 10-week course will recur over the course of the year at an existing police academy in Beirut during times mutually agreed upon; and

-- Provide and maintain portable buildings to be used as classrooms and office space, physical training gear, student supplies, firing range operations, training gear storage and security, and dormitory beds.

Actions to be taken by the GOL include:

-- Proper vetting of all ISF trainees and assurances that none are affiliated with USG-defined terrorist organizations, or have committed human rights abuses;

-- Dismissal from training of any trainee who has been found in violation of the above;

-- Provision of any and all travel expenses, meals, and lodging for the Lebanese participants during USG provided training;

-- Provision of an adequate training facility for use by the U.S. trainers at which to conduct the training courses; and

-- Maintenance of academy facilities to adequate and agreeable standards in terms of clean quarters and grounds, discipline amongst cadets, and professionalism in support of the program.

The planned life of this project is three years.

Program success will be measured by:

a) Police academy buildings, including classrooms, sleeping quarters, mess halls, and offices, are free from graffiti, waste receptacles are emptied daily, and classroom rules are abided by;

b) Number of ISF trainees who maintain agreed upon attendance levels, successfully complete an assessment at the end of the course, and graduate;

c) ISF carries out more investigations and reduces criminal activities using skills taught in training courses;

d) Increased cooperation among ISF units in investigating crimes and arresting suspected criminals; and

e) Number of ISF police on patrol in Lebanon.

2. Instructor Course - Basic (\$3,000,000)

The goal of this project is to strengthen the capacity of the ISF to train its police in skills to help the ISF combat criminal activities in all forms. Toward that goal, the USG and

the GOL shall take actions and commit resources on an annual basis as authorized by their respective legislative processes to support this LOA.

Actions to be taken by the USG include:

- Provide specialized training programs for ISF trainers in how to train police, with the understanding that this 6-week course will recur over the course of the year at an existing police academy in Beirut during times mutually agreed upon.

Actions to be taken by the GOL include:

- Proper vetting of all ISF trainees and assurances that none are affiliated with USG-defined terrorist organizations, or have committed human rights abuses;

- Dismissal from training of any trainee who has been found in violation of the above;

- Provision of any and all travel expenses, meals, and lodging for the Lebanese participants during USG provided training;

- Provision of an adequate training facility for use by the U.S. trainers at which to conduct the training courses; and

- Maintenance of academy facilities to adequate and agreeable standards in terms of clean quarters and grounds, discipline amongst cadets, and professionalism in support of the program.

The planned life of this project is three years.

Program success will be measured by:

- a) Police academy buildings, including classrooms, sleeping quarters, mess halls, and offices, are free from graffiti, waste receptacles are emptied daily, and classroom rules are abided by;

- b) Number of ISF trainees who maintain agreed upon attendance levels, successfully complete an assessment at the end of the course, and graduate;

- c) Number of ISF trainers holding certifications in training;

- d) Number of ISF cadets trained by Lebanese trainers after the U.S.-sponsored course is completed; and

- e) ISF institutionalizes training curriculum for all new ISF cadets.

3. Equipment (\$13,000,000)

The goal of this project is to strengthen the capacity of the ISF to combat criminal activities in Lebanon by providing essential police equipment to help the ISF combat crime in all forms. Toward that goal, the USG and the GOL shall take actions and commit resources on an annual basis as authorized by their respective legislative processes to support this LOA.

Actions to be taken by the USG include:

- Provide specialized police equipment, such as handcuffs, duty belts, flashlights, helmets, boots, bulletproof vests, and civil disorder management gear; and
- Provide unarmored police sport utility vehicles equipped with sirens and light-bars.

Actions to be taken by the GOL include:

- Proper vetting of all ISF recipients of equipment and assurances that none are affiliated with USG-defined terrorist organizations, or have committed human rights abuses;
- Provision of all manufacturer recommended maintenance for all equipment and vehicles; and
- Maintain inventory of all U.S.-provided equipment and vehicles that allows ISF to identify the location of said items upon request from the USG.
- Allow unfettered USG access to equipment for end-use monitoring checks.

The planned life of this project is three years, though all equipment may be dispensed sooner.

Program success will be measured by:

- a) Number of ISF equipped with basic duty gear; and
- b) Amount of Lebanese territory ISF can reasonably estimate being able to patrol.

4. Communications Network (\$7,000,000)

The goal of this project is to strengthen the capacity of the ISF to combat criminal activities in Lebanon by providing communications equipment to help the ISF combat crime throughout the country. Toward that goal, the USG and the GOL shall take actions and commit resources on an annual basis as authorized by their respective legislative processes to support this LOA.

Actions to be taken by the USG include:

-- Provide a computer dispatch system, equipped with two-way communications between police vehicles, police on patrol, and a dispatch room housed at the command and control center in Beirut; and

-- Provide radio communication capabilities for ISF police who require them.

Actions to be taken by the GOL include:

-- Provision of all manufacturer recommended maintenance for all communications equipment;

-- Maintain inventory of all U.S.-provided equipment that allows ISF to identify location of said items upon request from the USG; and

-- Allow unfettered USG access to equipment for end-use monitoring checks.

The planned life of this project is three years, though the communications system may be installed sooner.

Program success will be measured by:

a) Number of incoming calls from citizens for police service;

b) Number of police who are able to communicate between one another and with the command and control center; and

c) Number of ISF who contribute to the interagency border control project on the Lebanon-Syria border.

5. Refurbish Facilities (\$4,000,000)

The goal of this project is to refurbish the current command and control center in Beirut and the police academy in order to provide safe and sound facilities with which to direct police operations and conduct training. Toward that goal, the USG and the Government of Lebanon shall take actions and commit resources on an annual basis as authorized by their respective legislative processes to support this LOA.

Actions to be taken by the USG include:

-- Provide heating and cooling system, generator, furniture and fixtures to make the command and control center operational;

-- Provide temporary classrooms for ISF trainees and refurbish classrooms and sleeping quarters;

-- Refurbish the command and control center in Beirut; and

-- Provide furniture, fixtures, and equipment to accommodate people working and visiting the command and control center and attending the academy.

Actions to be taken by the GOL include:

-- Maintenance of command and control center and academy facilities to adequate and agreeable standards in terms of clean quarters and grounds, discipline amongst cadets, and professionalism in support of the program.

The planned life of this project is three years, though refurbishment activities may be completed sooner.

Program success will be measured by:

a) The command and control center and police academy buildings, including classrooms, sleeping quarters, mess halls, and offices are free from graffiti, waste receptacles are emptied daily, and classroom rules are abided by.

The Parties may increase, amend, or terminate projects undertaken in conjunction with this LOA as agreed to by the Parties in writing. Such projects shall be subject to the terms and conditions of this LOA.

III. EVALUATION PLAN

Representatives of the Government of the United States and the Government of Lebanon will meet at least every three months to review progress towards achievement of the project goals and objectives. Progress will be evaluated in accordance with the measurements of success described above. Information to be considered in conducting these evaluations will include qualitative and quantitative indicators. A report will be prepared jointly to summarize the results of these evaluations. These evaluations are in addition to the ongoing monitoring of the programs and activities conducted by relevant personnel of both governments.

IV. STANDARD PROVISIONS

1. Funds

A. Disbursement of USG funds shall be for procurement of property, equipment, supplies, material (hereinafter collectively "property") and services.

B. Funds obligated by the USG that have not been spent within twelve months following the close of the USG fiscal year in which the LOA is signed may be de-obligated by the USG. An extension of this period may be granted by INL.

C. The Government of Lebanon shall contribute to the project(s) in the LOA by ensuring adequate funding for normal administrative and related expenses for Lebanese personnel. These expenses include the payment of rents and utilities, telephone costs, salaries and benefits (including medical and other insurance protection), per diem and travel costs within Lebanon, personal equipment and uniforms, and by recruiting and retaining competent personnel.

D. The Government of Lebanon shall make such reasonable efforts as are necessary to ensure that funds or other support provided under this LOA are not employed in any way in support of drug trafficking or other illicit activities.

2. Title

Title to all property procured with funds provided by the USG under this LOA shall belong to the Government of Lebanon unless otherwise specified.

3. Property and Personnel

A. Property

(1) Property furnished to the Government of Lebanon through funds provided by the USG shall be used to further the object and purpose of this LOA. The Government of Lebanon shall return to the USG, or reimburse the USG for the original purchase price of, any property that it obtains through funds provided by the USG that is not used in accordance with this provision. The Government of Lebanon shall not authorize the re-export, transfer, loan, sale or other disposition of any property provided to it under this LOA without the prior written authorization of the USG. Funds derived from the re-export, transfer, loan, sale or other disposition of any property furnished or funded by the USG to the Government of Lebanon under this LOA shall be used to further the objectives of the LOA.

(2) All property furnished or funded under this LOA shall be accounted for to the U.S. Embassy by the Government of Lebanon in no less rigorous manner than would be used if the property was acquired by the Government of Lebanon with Lebanon's funds.

B. Personnel

(1) Before scholarships, fellowships or participant training for personnel proposed by the Government of Lebanon can be furnished or funded under this LOA, each such person must execute a certification, as set forth in the Annex to this LOA, that he/she has not been convicted of a narcotics offense and has not been involved in narcotics trafficking within the last ten years.

(2) In order to retain the maximum benefits from the investment in training, the Government of Lebanon agrees to retain personnel who have received training furnished

or funded under this LOA for a minimum of two years after completing such training. This provision may be waived by written agreement of the Parties.

4. Monitoring and Evaluation

A. Each Party shall have the right: (1) to examine any property furnished or funded by that Party under this LOA to determine that such property is being used in accordance with the terms of the LOA; and (2) to inspect and audit, in consultation with the other Party, any records and accounts with respect to funds, property or services furnished or funded by that Party under this LOA to determine that such funds, property and services are being utilized in accordance with the terms of this LOA.

B. The Parties shall monitor the progress of implementation of this LOA, including the use of funds, property and services furnished or funded under this LOA at least annually. Each Party shall assign qualified personnel to participate in the monitoring and evaluation process.

C. Each Party shall furnish the other with information necessary to evaluate the effectiveness of project operations under the terms of this LOA. At the termination of each project, a completion report shall be issued. This report shall include a summary of USG and Government of Lebanon project contributions, a record of activities performed, objectives achieved and related data.

5. Applicable Laws

A. Each Party shall expend funds and support project operations in accordance with its applicable laws and regulations.

B. All property furnished or funded by the USG under this LOA shall be procured in and shipped from the United States unless otherwise provided for in this LOA, or in any project annex, or as otherwise authorized in writing by the USG.

6. Taxes

A. Property and Funds

Any property or funds introduced into or acquired in Lebanon by the USG or by any person or entity (including but not limited to contractors and grantees) funded by the USG as part of, or in conjunction with this LOA shall be exempt from all taxes, service charges and investment or deposit requirements and currency controls in Lebanon. The import, export, purchase, acquisition, use or disposition of any such property or funds in conjunction with this LOA shall be exempt from all tariffs, custom duties, import and export taxes, taxes on acquisitions or purchases or disposition, value-added taxes and any other taxes or similar charges in Lebanon.

B. USG Personnel

All personnel employed directly or indirectly by the USG and assigned by the USG to perform duties in Lebanon in connection with this LOA, and accompanying members of their families, shall be exempt from all Lebanese income taxes and social security taxes with respect to income earned while in Lebanon, and from property taxes on real or personal property located in Lebanon and intended for their own personal use. Such personnel and accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into Lebanon for their own use, as is accorded by the Government of Lebanon to diplomatic agents of the U.S. Embassy in Beirut.

C. Contract Services

Any non-Lebanese national contractor, including any consulting firm, any non-Lebanese national personnel of such contractor funded under this LOA and present in Lebanon to perform work in connection with this LOA, any property or transaction related directly to such contracts, and any commodity procurement transaction funded under this LOA, shall be exempt from all taxes, tariffs, duties or other levies imposed in Lebanon.

D. The tax arrangements provided under paragraphs B and C are not applicable to citizens or permanent residents of Lebanon present in Lebanon in conjunction with this LOA.

7. Status of USG Personnel in Lebanon

A. The Government of Lebanon shall receive persons designated by the USG to discharge responsibilities of the USG under this LOA. Upon appropriate notification from the USG, the Government of Lebanon shall grant USG employees the privileges and immunities accorded to the Administrative and Technical staff of the USG and assigned to the U.S. Embassy. Contractors present in Lebanon in conjunction with this agreement shall be granted official acts immunity.

B. The privileges and immunities provided under paragraph A are not applicable to citizens or permanent residents of Lebanon present in Lebanon in conjunction with this LOA.

8. Human Rights

The Parties recognize that the protection of human rights is an important element of this LOA. To this end, the Parties understand that:

A. USG assistance to the Government of Lebanon's crime control effort is conditioned on the Government of Lebanon actively protecting human rights in Lebanon, and

B. In accordance with United States law and policy, no USG assistance or funds shall be provided under this LOA to or for use by a unit of the security forces of the Government of Lebanon if the USG has credible evidence that such a unit has committed gross violations of human rights, unless the USG determines that the Government of Lebanon is taking effective measures to bring the responsible members of the security forces unit to justice. The Parties understand that "effective measures" means that the Government of Lebanon is carrying out a credible investigation and that the individuals involved face appropriate disciplinary action or impartial prosecution in accordance with Lebanese law.

9. Final Clauses

A. This LOA shall enter into force upon signature by authorized representatives of both Parties.

B. Modifications to this LOA may be made as agreed by the Parties and issued as amendments to this LOA.

C. Either Party may terminate this LOA by giving the other Party 90-days prior written notice of its intention to terminate. The USG may suspend its obligations under this LOA in whole or in part upon giving the Government of Lebanon written notice with immediate effect.

D. Notwithstanding the notification procedures set forth in Paragraph C, the USG reserves the right to terminate any and all assistance provided under this LOA immediately upon notice, or to take any other appropriate measures, if an agency of the Government of Lebanon, to or through which assistance is being provided under this LOA, or a key individual of such agency, or any recipient of scholarships, fellowships or training furnished or funded under this LOA, is found to have been convicted of a narcotics offense, or to be or have been engaged in drug trafficking. Drug trafficking is defined as any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering (defined as the process whereby proceeds of criminal activity are transported, transferred, transformed, converted, or intermingled with legally acquired funds, for the purpose of concealing or disguising the true nature, source, disposition, movement, or ownership of these proceeds), relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances. A narcotics offense is defined as a violation of, or a conspiracy to violate, any law or regulation of the United States, a State, the District of Columbia or other U.S. territory, or a foreign country relating to narcotic or psychotropic drugs or other controlled substance.

E. Notwithstanding the termination of this LOA, the obligations of the Government of Lebanon under Section IV, Paragraph 3 of this LOA relating to the use of property shall continue to apply without respect to time unless otherwise agreed in writing by the Parties.

DONE at Beirut, Lebanon, in duplicate, this fifth day of October, 2007 in English and Arabic, both texts being equally authentic.

Major General Achraf Rifi
General Director
Internal Security Forces

For the Government of Lebanon

Jeffrey D. Feltman
United States Ambassador to Lebanon

For the Government of the United
States of America

ANNEX:

PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG
TRAFFICKING

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, or of any other country, concerning narcotics or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that the United States Department of State (DOS) may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my DOS-funded training.

Signature:

Name:

Date:

NOTICE

1. Pursuant to the agreements between the USG and the Government of Lebanon, you are required to sign this Certification.
2. If you make a false Certification you are subject to criminal prosecution under applicable laws.